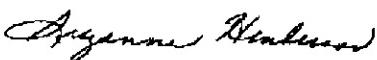


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Tarrant County Texas

2009 Apr 29 02:57 PM

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Submitter: ACS INC

19 Pages

THIRD AMENDMENT TO OIL AND GAS LEASE

This Third Amendment to Oil and Gas Lease ("Amendment") is made as of March 31, 2009 (the "Amendment Date"), by and among BRISCOE CLARK COMPANY, LTD., a Texas limited partnership ("Owner"), CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company ("Lessee") and TLH REALTY INVESTMENTS, LTD., a Texas limited partnership ("TLH").

RECITALS

- A. TLH as lessor and FSOC Gas Co., Ltd. ("FSOC") as lessee entered into that certain Oil and Gas Lease dated December 14, 2004 (a memorandum of which was recorded in the Real Property Records of Tarrant County, Texas as document number D204386464 and amended by Amendment to Memorandum of Oil and Gas Lease dated August 10, 2005, recorded in the Real Property Records of Tarrant County, Texas as document number D205248762), as amended by that certain First Amendment to Oil and Gas Lease dated June 2, 2005, recorded in the Real Property Records of Tarrant County, Texas as document number D205216755, and that certain Second Amendment to Oil and Gas Lease dated April 27, 2006 (as amended, the "Lease").
- B. By Special Warranty Deed dated August 31, 2006 (the "2006 Deed"), filed as Document No. D206273181 in the Real Property Records of Tarrant County, Texas, TLH as grantor conveyed certain real property more particularly described in the 2006 Deed (the "2006 Property") to Owner. Pursuant to the 2006 Deed, TLH retained the Mineral Interests (as defined in the 2006 Deed). The 2006 Property was conveyed to Owner subject to the terms and provisions of the Lease. The Mineral Interests include rights to "Access and Pipeline Easements" (as defined in the 2006 Deed).
- C. By Special Warranty Deed (Western Parcel) dated August 26, 2008 (the "2008 Deed"), filed as Document No. D208339707 in the Real Property Records of Tarrant County, Texas, TLH as grantor conveyed that certain real property more particularly described in the 2008 Deed (the "2008 Property") to Owner. The 2008 Property was conveyed to Owner subject to the terms and provisions of the Lease. TLH retained the Mineral Rights (as defined in the 2008 Deed).
- D. By that certain Special Warranty Deed dated August 25, 2008, filed as Document No. D208334532, in the Real Property Records of Tarrant County, Texas, Owner conveyed to Crowley Independent School District ("CISD") a 34.933 acre tract and a 17.695 acre tract (such tracts collectively, the "CISD Property"). The CISD Property was conveyed to CISD subject to the terms and provisions of the Lease. CISD is the owner of the CISD Property.
- E. By that certain Special Warranty Deed (Eastern Parcel) dated August 26, 2008, filed as Document No. D208339709, in the Real Property Records of Tarrant County, Texas, Owner conveyed to TLH a 0.102 acre tract as more particularly described in such deed (the "TLH Tract"). The TLH Tract was conveyed to TLH subject to the terms and provisions of the Lease.

- F. By that certain Special Warranty Deed dated January 15, 2009, filed as Document No. D209011930, in the Real Property Records of Tarrant County, Texas, Owner conveyed to BMH Crowley, LP ("BMH") a 7.218 acre tract as more particularly described in such deed (the "BMH Tract 1"). The BMH Tract 1 was conveyed to BMH subject to the terms and provisions of the Lease. The TLH Tract, the CISD Property and the BMH Tract 1 are sometimes referred to as the "Conveyed Tracts".
- G. Owner is the owner of the 2008 Property and the 2006 Property save and except the Conveyed Tracts.
- H. By that certain Special Warranty Deed dated January 15, 2009 (the "TLH/BMH Deed"), filed as Document No. D209011931 in the Real Property Records of Tarrant County, Texas, TLH conveyed to BMH a 4.456 acre tract as more particularly described in such deed (the "BMH Tract 2"). The BMH Tract 2 was conveyed to BMH subject to the terms and provisions of the Lease. Pursuant to the TLH/BMH Deed, TLH reserved the oil, gas and other minerals which are in, on or under the BMH Tract 2, subject to the terms of the TLH/BMH Deed (the "TLH/BMH Reservation"). BMH is the owner of the BMH Tract 1 and the BMH Tract 2.
- I. TLH is the owner of the Mineral Rights retained in the 2008 Deed, the Mineral Interests retained in the 2006 Deed, the TLH/BMH Reservation, the TLH Tract and a 8.396 acre tract of land encumbered by the Lease, which tracts constitute the balance of the land other than the 2006 Property, the 2008 Property, the BMH Tract 2 and the Conveyed Tracts encumbered by the Lease.
- J. Pursuant to that certain Assignment, Bill of Sale and Conveyance effective June 1, 2006, filed as Document No. D206231936 in the Real Property Records of Tarrant County, Texas, the rights of FSOC as lessee under the Lease were assigned to Chesapeake Exploration Limited Partnership ("CELP"). Lessee is the successor by merger to CELP.
- K. Pursuant to the Easement and Right of Way Agreement dated as of March 13, 2009, and recorded in the Real Property Records of Tarrant County, Texas, Owner granted to Texas Midstream Gas Services, L.L.C. ("Midstream") a thirty foot permanent pipeline easement within the Easement Area as defined in such agreement (the "Pipeline Easement").
- L. Pursuant to the Partial Termination and Release of Right of Way dated as of March 13, 2009, Midstream, as successor to BSG Pipeline, Ltd., terminated and released one of three pipeline easements created by that certain Right of Way Agreement filed of record as Document No. D205254114 in the Real Property Records of Tarrant County, Texas (the released easement as more particularly defined therein, the "Released Pipeline Easement"). The rights to the Access and Pipeline Easements included in the Mineral Interests retained by TLH in the 2006 Deed include rights to the Released Pipeline Easement.
- M. Lessee and Owner desire to amend the Lease as set forth in this Amendment, and Lessee wishes to consent to Owner's grant of the Pipeline Easements to Midstream. TLH and Owner desire to amend the Access and Pipeline Easements included in the Mineral Interests retained by TLH in the 2006 Deed.

- N. CISD and BMH join in the execution of this Amendment to evidence their consent to the terms of this Amendment.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms.** Unless otherwise defined herein, capitalized terms have the meanings assigned in the Lease.
2. **Exhibit B.** Exhibit B attached to this Amendment is hereby incorporated into the Lease for all purposes as Exhibit B to the Lease.
3. **Pipeline Easements.** Lessee hereby acknowledges and consents to Owner's grant of the Pipeline Easement to Midstream, which Pipeline Easement is the most westerly thirty (30) feet of the "PROPOSED 50' PIPELINE AND ROAD ACCESS EASEMENT" depicted on Exhibit B attached to this Amendment. Lessee acknowledges that the Pipeline Easement and the McDonald Access Road (as hereinafter defined) total fifty feet and, thus, overlap by ten feet.
4. **Access Easement.** Lessee has previously submitted an application with Oncor Energy for a permit (the "Permit") allowing Lessee to construct the McDonald Access Road over the portion of the area depicted on Exhibit B as the "PROPOSED 50' PIPELINE AND ROAD ACCESS EASEMENT" that is encumbered by utility easements benefiting Oncor. Lessee agrees to use commercially reasonable and diligent efforts to obtain the Permit. For purposes hereof, "McCart Completion" shall mean the date on which Owner's engineer certifies that McCart Road is constructed and substantially complete in the location shown on Exhibit B attached to this Amendment.
 - (a) If Lessee obtains the Permit prior to the McCart Completion, then the following provisions will be effective upon Lessee's receipt of the Permit:

Owner hereby grants to Lessee and TLH the non-exclusive right to install, construct, maintain, repair, remove and replace an access road for the purpose of ingress, egress and truck and other vehicular access to MINERAL OPERATIONS TRACT A only within the eastern thirty (30) feet of the "PROPOSED 50' PIPELINE AND ROAD ACCESS EASEMENT" depicted on Exhibit B attached to this Amendment from proposed McDonald Drive to MINERAL OPERATIONS TRACT A (the "McDonald Access Road"). All access surface improvements within the McDonald Access Road, including, without limitation, the curb cuts on McDonald Drive, shall be installed and maintained at the sole election and cost of Lessee. Lessee and TLH accept the access easement with regard to the McDonald Access Road subject to the rights of Midstream pursuant to the Pipeline Easement.

- (b) If Lessee is unable to obtain the Permit before the McCart Completion, then the following provisions will be effective as of the McCart Completion:

Owner hereby grants to Lessee the right to install, construct, maintain, repair, remove and replace a temporary road for the purpose of ingress, egress and truck and other vehicular access to MINERAL OPERATIONS TRACT A only within the thirty foot wide access easement area depicted on Exhibit C as the "ALTERNATE 30' ROAD ACCESS EASEMENT" (the "Temporary Alternate Access Road"). Upon completion of a residential street adjacent to the Temporary Alternate Access Road (the "Residential Cul-de-Sac"), Owner will grant to Lessee a permanent access easement from the end of the Residential Cul-de-Sac to MINERAL OPERATIONS TRACT A (the "Cul-de-Sac Access Road") for the installation, construction, maintenance, repair, removal and replacement of a permanent access road from the Residential Cul-de-Sac to MINERAL OPERATIONS TRACT A. All access surface improvements within the Cul-de-Sac Access Road, including without limitation, the curb cuts on the Residential Cul-de-Sac shall be installed and maintained at the sole cost and expense of Lessee.

5. **Mineral Operations Tracts.** For the sake of clarification, the parties agree that Mineral Operations Tract A is Pad No. 1 described and depicted in Exhibit A to the Lease and that Mineral Operations Tract B is Pad No. 2 described and depicted in Exhibit A to the Lease.
6. **Section 32(B).** The pipeline easement created by Section 32(B)(i) of the Lease that is identified as the 10' PROPOSED PIPELINE on the Plat (attached as Exhibit A to the Lease) is hereby released and terminated.
7. **Section 32(E) Roads.** If Lessee obtains the Permit prior to the McCart Completion, then Section 32(E) of the Lease is hereby deleted in its entirety and replaced with the following effective upon Lessee's receipt of the Permit (which must be received prior to the McCart Completion for the following provision to be applicable):

"Lessee shall have the right to install, construct, maintain, repair, remove and replace a temporary road for the purpose of ingress, egress and truck and other vehicular access to MINERAL OPERATIONS TRACT A only within the 30 foot wide road access easement (the "temporary road easement") situated along the Northernmost East line of the leased premises in that portion of the leased premises identified as the "30' TEMPORARY ROAD ACCESS" as depicted on the Plat. Lessee shall also have the right to install, construct, maintain, repair, remove and replace an access road to MINERAL OPERATIONS TRACT B only within the 20' wide access easement (the "20' access easement") situated along the Westernmost South line of the leased premises in that portion of the leased premises identified as the "20' ROAD ACCESS" as depicted on the Plat. Owner and Lessee recognize the thoroughfare plan that has been adopted by the City of Fort Worth contemplates that McCart Road will be extended South from State Highway 1187 through the leased premises as a thoroughfare street in the approximate location shown on Exhibit B attached hereto and that McDonald Drive will be constructed in the approximate location shown on Exhibit B attached hereto. At such time, if ever, that at least two lanes (one North bound and one

South bound) of McCart Road are constructed from State Highway 1187 through the center of the leased premises to or past the proposed location of McDonald Drive and at least two lanes (one East bound and one West bound) of McDonald Drive are constructed from McCart Road to the McDonald Access Road (collectively, the "McDonald Completion"), the temporary road easement and all of Lessee's right to use said temporary road easement and all rights of Lessee to use the temporary road easement for access shall automatically terminate upon the earlier of either (a) the completion of the construction of the McDonald Access Road or (b) sixty (60) days after the Lessor's notice to Lessee of the McDonald Completion, which shall be conclusively determined by Lessor's engineers. Thereafter, Lessee and its employees, agents, representatives, invitees and contractors shall be limited to McCart Road, McDonald Drive and the McDonald Access Road as their sole access, for purposes of ingress and egress, to MINERAL OPERATIONS TRACT A. Lessee acknowledges that it is contemplated that McCart Road and McDonald Drive will become public rights-of-way. At such time, if ever, that: (1) at least two lanes (one North bound and one South bound) of McCart Road are constructed from State Highway 1187 through the center of the leased premises to or past the Southernmost line of MINERAL OPERATIONS TRACT B, and (2) an access easement of at least 20 feet in width is granted to Lessee connecting the right-of-way of McCart Road to MINERAL OPERATIONS TRACT B, then the 20' access easement and all of Lessee's right to use the said 20' access easement for access shall automatically terminate. All paving or other access surface improvements within any access easement granted pursuant to (2) above in this Section 32., Subsection E, including, without limitation, curb cuts, shall be installed and maintained at the sole election and cost of Lessee. Thereafter, Lessee and its employees, agents, representatives, invitees and contractors shall be limited to McCart Road (and such 20' connecting easement, if any) as their sole access, for purposes of ingress and egress, to MINERAL OPERATIONS TRACT B. All other rights and easements and rights of Lessee to use or possess any portion of the surface of the leased premises, express and implied, within or by virtue of the execution of this Lease, for ingress, egress and other access to the pipelines, the MINERAL OPERATIONS TRACT and/or other portions of the leased premises under this Lease (other than and excluding the McDonald Access Road and the temporary road easement and the 20' access easement and rights thereto expressly granted to Lessee in this Section 32., Subsection E., together with the rights to use the surface estate of the MINERAL OPERATIONS TRACT expressly granted in this Lease) are expressly waived by Owner and are hereby negated and canceled. Owner shall inform Lessee of the materials and construction method to be utilized in constructing any and all roads, including the McDonald Access Road. Lessee shall properly maintain all roads constructed by Lessee in an acceptable condition to the Owner's satisfaction and Owner's opinion will be considered final. The use of roads shall be confined to Lessee, its agents, employees and subcontractors for lease operations only, and to the use of Owner, the surface owner and surface tenants, if any. Future lessees may subsequently require the use of some or all of existing and new roads incident to their operations, and if so, the responsibility for and cost of maintenance shall be allocated among Lessee and the other future lessees as they may agree. If the Lessee and the other mineral lessees cannot agree to the allocation of the maintenance cost, Owner shall determine such allocation. A valuable part of the consideration for Owner's execution of this Lease is Lessee's obligation to insure that Lessee, its agents, employees and subcontractors stay within the boundaries of any existing or new roads. If the condition of

any road necessitates a diversion of vehicular traffic outside of the boundaries of such roads, Lessee shall promptly repair the roads to allow the passage of vehicular traffic. If Lessee, its agents, employees or subcontractors travel outside the boundaries of any roads, Lessee shall promptly repair any damage done by the vehicular traffic outside of the boundaries of the roads."

If Lessee is unable to obtain the Permit before the McCart Completion, then effective as of the McCart Completion, Section 32(E) of the Lease is hereby deleted in its entirety and replaced with the following:

"Lessee shall have the right to install, construct, maintain, repair, remove and replace a temporary road for the purpose of ingress, egress and truck and other vehicular access to MINERAL OPERATIONS TRACT A only within the 30 foot wide road access easement (the "temporary road easement") situated along the Northernmost East line of the leased premises in that portion of the leased premises identified as the "30' TEMPORARY ROAD ACCESS" as depicted on the Plat. Lessee shall also have the right to install, construct, maintain, repair, remove and replace an access road to MINERAL OPERATIONS TRACT B only within the 20' wide access easement (the "20' access easement") situated along the Westernmost South line of the leased premises is that portion of the leased premises identified as the "20' ROAD ACCESS" as depicted on the Plat. Owner and Lessee recognize the thoroughfare plan that has been adopted by the City of Fort Worth contemplates that McCart Road will be extended South from State Highway 1187 through the leased premises as a thoroughfare street in the approximate location shown on Exhibit C attached hereto. At such time, if ever, that at least two lanes (one North bound and one South bound) of McCart Road are constructed from State Highway 1187 through the leased premises past the northern boundary of MINERAL OPERATIONS TRACT A, the temporary road easement and all of Lessee's right to use said temporary road easement and all rights of Lessee to use the temporary road easement for access shall automatically terminate upon the earlier of either (a) the completion of the construction of the Temporary Alternate Access Road or (b) thirty (30) days after the Lessor's notice to Lessee of the McCart Completion. Thereafter, Lessee and its employees, agents, representatives, invitees and contractors shall be limited to McCart Road and the Temporary Alternate Access Road as their sole access, for purposes of ingress and egress, to MINERAL OPERATIONS TRACT A until such time as the Residential Cul-de-Sac is constructed and available for Lessee's access to the Permanent Access Easement (as hereinafter defined), at which time (x) Owner will grant to Lessee a permanent thirty foot road access easement from the end of the Residential Cul-de-Sac to MINERAL OPERATIONS TRACT A (the "Permanent Access Easement"), (y) all rights of Lessee to use the Temporary Alternate Access Road shall automatically terminate and (z) Lessee and its employees, agents, representatives, invitees and contractors shall be limited to McCart Road, the Residential Cul-de-Sac and the Permanent Access Easement as their sole access, for purposes of ingress and egress, to MINERAL OPERATIONS TRACT A. Lessee acknowledges that it is contemplated that the Residential Cul-de-Sac will become a permanent right-of-way. Lessee's use of the Temporary Alternate Access Road to access MINERAL OPERATIONS TRACT A will not be interrupted during the construction of the Residential Cul-de-Sac; it being intended that Lessee will have uninterrupted access to MINERAL OPERATIONS TRACT A via either (i) the Temporary Alternate Access Road or

(ii) the Residential Cul-de-Sac and the Permanent Access Easement. Lessee acknowledges that it is contemplated that McCart Road will become a public right-of-way. At such time, if ever, that: (1) at least two lanes (one North bound and one South bound) of McCart Road are constructed from State Highway 1187 through the center of the leased premises to or past the Southernmost line of MINERAL OPERATIONS TRACT B, and (2) an access easement of at least 20 feet in width is granted to Lessee connecting the right-of-way of McCart Road to MINERAL OPERATIONS TRACT B, then the 20' access easement and all of Lessee's right to use the said 20' access easement for access shall automatically terminate. All paving or other access surface improvements within any access easement granted pursuant to (2) above in this Section 32., Subsection E shall be installed and maintained at the sole election and cost of Lessee. Thereafter, Lessee and its employees, agents, representatives, invitees and contractors shall be limited to McCart Road (and such 20' connecting easement, if any) as their sole access, for purposes of ingress and egress, to MINERAL OPERATIONS TRACT B. All other rights and easements and rights of Lessee to use or possess any portion of the surface of the leased premises, express and implied, within or by virtue of the execution of this Lease, for ingress, egress and other access to the pipelines, the MINERAL OPERATIONS TRACT and/or other portions of the leased premises under this Lease (other than and excluding the McDonald Access Road and the temporary road easement and the 20' access easement and rights thereto expressly granted to Lessee in this Section 32., Subsection E., together with the rights to use the surface estate of the MINERAL OPERATIONS TRACT expressly granted in this Lease) are expressly waived by Owner and are hereby negated and canceled. Owner shall inform Lessee of the materials and construction method to be utilized in constructing any and all roads, including the McDonald Access Road. Lessee shall properly maintain all roads constructed by Lessee in an acceptable condition to the Owner's satisfaction and Owner's opinion will be considered final. The use of roads shall be confined to Lessee, its agents, employees and subcontractors for lease operations only, and to the use of Owner, the surface owner and surface tenants, if any. Future lessees may subsequently require the use of some or all of existing and new roads incident to their operations, and if so, the responsibility for and cost of maintenance shall be allocated among Lessee and the other future lessees as they may agree. If the Lessee and the other mineral lessees cannot agree to the allocation of the maintenance cost, Owner shall determine such allocation. A valuable part of the consideration for Owner's execution of this Lease is Lessee's obligation to insure that Lessee, its agents, employees and subcontractors stay within the boundaries of any existing or new roads. If the condition of any road necessitates a diversion of vehicular traffic outside of the boundaries of such roads, Lessee shall promptly repair the roads to allow the passage of vehicular traffic. If Lessee, its agents, employees or subcontractors travel outside the boundaries of any roads, Lessee shall promptly repair any damage done by the vehicular traffic outside of the boundaries of the roads."

8. **Access and Pipeline Easements in 2006 Deed.** At such time, if ever, that at least two lanes (one North bound and one South bound) of McCart Road are constructed from State Highway 1187 through the center of the 2006 Property to or past the proposed location of McDonald Drive and at least two lanes (one East bound and one West bound) of McDonald Drive are constructed from McCart Road to the McDonald Access Road, the easement for the 30' Temporary Road Access within the definition of Access and Pipeline Easements in

the 2006 Deed and all of TLH's right to use said temporary road easement and all rights of TLH to use the temporary road easement for access shall automatically terminate. Thereafter, TLH and its employees, agents, representatives, invitees and contractors shall be limited to McCart Road, McDonald Drive and the McDonald Access Road as their sole access, for purposes of ingress and egress, to MINERAL OPERATIONS TRACT A. TLH acknowledges that it is contemplated that McCart Road and McDonald Drive will become public rights-of-way. TLH hereby terminates and releases the Released Pipeline Easement.

9. **Miscellaneous.**

- (a) This Amendment is binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- (b) This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same document.

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SIGNATURE PAGE FOLLOWS.]**

The parties have signed this Amendment to be effective as of the Amendment Date.

OWNER:

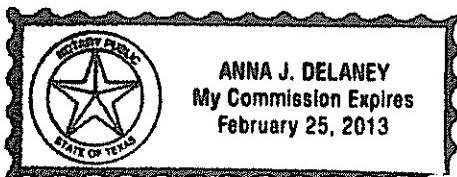
BRISCOE CLARK COMPANY, LTD.,
a Texas limited partnership

By: Clark Briscoe Development Company,
a Texas corporation
its general partner

By: James Briscoe
Name: James P. Briscoe
Title: President
Date of Execution: 4/29, 2009

STATE OF TEXAS §
CITY OF COLLIN §
§

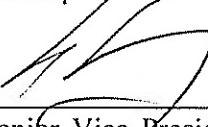
This instrument was acknowledged before me on the 29TH day of APRIL,
2009 by James Briscoe, President of Clark Briscoe Development Company, a Texas company,
General Partner of Briscoe Clark Company, Ltd, a Texas limited partnership, on behalf of said
partnership.



Anna J. Delaney
Notary Public, State of Texas
Printed Name: ANNA J. DELANEY
Commission Expires: 2-25-13

LESSEE:

CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, successor by merger to Chesapeake Exploration Limited Partnership

By: 

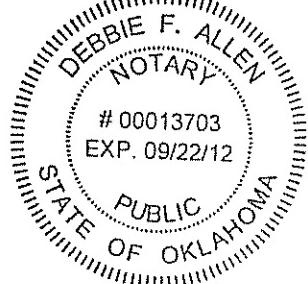
Henry J. Hood, Senior Vice President – Land and Legal & General Counsel

Date of Execution: April 17th, 2009



STATE OF Oklahoma §
COUNTY OF Oklahoma §
§

This instrument was acknowledged before me on the 17th day of April, 2009
by Henry J. Hood, Senior Vice President – Land and Legal & General Counsel of Chesapeake
Exploration, L.L.C, an Oklahoma limited liability company, on behalf of said limited liability
company.




Notary Public, State of _____
Printed Name: _____
Commission Expires: _____

TLH:

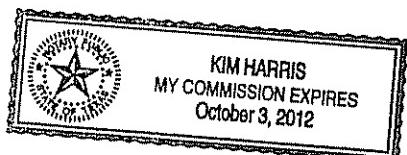
TLH REALTY INVESTMENTS, LTD.,
a Texas limited partnership

By: TH/LH Management, LLC,
a Texas limited liability company
its general partner

By: 
Name: Thomas G. Hall, Jr.
Title: President
Date of Execution: April 1

STATE OF TEXAS
COUNTY OF Jasper

This instrument was acknowledged before me on the 23rd day of April, 2009 by Thomas G. Hall, Jr., President of TH/LH Management, LLC, a Texas limited liability company, General Partner of TLH Realty Investments, Ltd., a Texas limited partnership, on behalf of said partnership.



Notary Public, State of Texas
Printed Name: Ron H. App
Commission Expires: 10-3

Third Amendment to Oil and Gas Lease
223742 10.DOC

Signature Page

JOINDER AND CONSENT OF BMH CROWLEY, LP

The undersigned, as owner of two tracts of property encumbered by the Lease (as defined herein), joins in the execution of this Amendment to acknowledge its consent to the execution of this Amendment and to the terms of this Amendment.

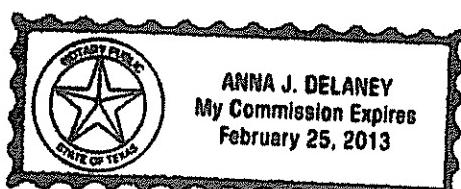
BMH CROWLEY, LP,
a Texas limited partnership

By: Clark Briscoe Development Company,
a Texas corporation
its general partner

By: James Briscoe
Name: James P. Briscoe
Title: President
Date of Execution: 4/29, 2009

STATE OF TEXAS §
CITY OF COLLIN §
§

This instrument was acknowledged before me on the 29TH day of APRIL,
2009 by James Briscoe, President of Clark Briscoe Development Company, a Texas corporation,
General Partner of BMH Crowley, LP, a Texas limited partnership, on behalf of said partnership.



Anna J. Delaney
Notary Public, State of Texas
Printed Name: ANNA J. DELANEY
Commission Expires: 2-25-2013

JOINDER AND CONSENT OF CROWLEY INDEPENDENT SCHOOL DISTRICT

The undersigned, as owner of two tracts of property encumbered by the Lease (as defined herein), joins in the execution of this Amendment to acknowledge its consent to the execution of this Amendment and to the terms of this Amendment.

CROWLEY INDEPENDENT SCHOOL DISTRICT,
a Texas independent school district

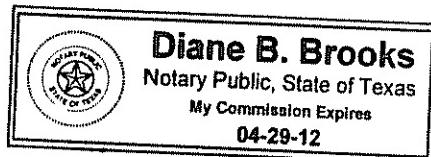
By: D. J. Jones
Name: DWAYNE JONES
Title: EXEC. DIR. OF BUSINESS
Date of Execution: 4-27, 2009

STATE OF TEXAS
COUNTY OF *Jarrant*

This instrument was acknowledged before me on the 27th day of April, 2009 by DIVAYNE JONES Ex. Dir of Crowley Independent School District, a Texas independent school district, on behalf of said school district.

Notary Public, State of Texas
Printed Name: DINNE B. BROOKS
Commission Expires: 04-29-12

Notary Public, State of Texas
Printed Name: DINNE B. BROOKS
Commission Expires: 04-29-12



CONSENT AND AGREEMENT OF LENDER

The undersigned is the owner and holder of the following loans:

- (1) Loan evidenced by promissory note (the "BC Note") in the original principal amount of \$3,150,000, executed by Briscoe Clark Company, Ltd., a Texas limited partnership, and payable to Lender, which BC Note is secured by liens and security interests evidenced by certain instruments (collectively, the "BC Lien Documents"), which BC Lien Documents include, among other documents, a Commercial Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents, effective August 31, 2006, recorded as Document No. D206273182, in the Real Property Records of Tarrant County, Texas; refiled under Document No. D207170593 in the Real Property Records of Tarrant County, Texas; extended by instrument filed as Document No. D207161444 in the Real Property Records of Tarrant County, Texas; modified by instrument filed as Document No. D208223234 in the Real Property Records of Tarrant County, Texas; extended by instrument filed as Document No. D208376666 in the Real Property Records of Tarrant County, Texas and affected by Partial Release of Lien recorded as Document No. D209012277 in the Real Property Records of Tarrant County, Texas; and
- (2) Loan evidenced by promissory note (the "BMH Note") in the original principal amount of \$667,485, executed by BMH Crowley, LP, a Texas limited partnership, and payable to Lender, which BMH Note is secured by liens and security interests evidenced by certain instruments (collectively, the "BMH Lien Documents"), which BMH Lien Documents include, among other documents, a Commercial Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents, effective January 15, 2009, recorded as Document No. D209011932, in the Real Property Records of Tarrant County, Texas.

The undersigned, American Bank of Texas, executes this Consent and Agreement of Lender, for good and valuable consideration, to evidence (i) the consent of the undersigned to the execution of the Third Amendment to Oil and Gas Lease to which this Consent and Agreement of Lender is attached and (ii) the agreement of the undersigned that the liens, security interests and other agreements evidenced by the BC Lien Documents and the BMH Lien Documents are hereby made subordinate to the Third Amendment to Oil and Gas Lease.

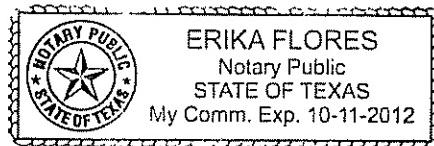
[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Consent and Agreement of Lender to be executed effective as of the date of the Third Amendment to Oil and Gas Lease.

AMERICAN BANK OF TEXAS

By: Chris Daniel
Name: Chris Daniel
Title: E.V.P.
Date of Execution: 04-17, 2009

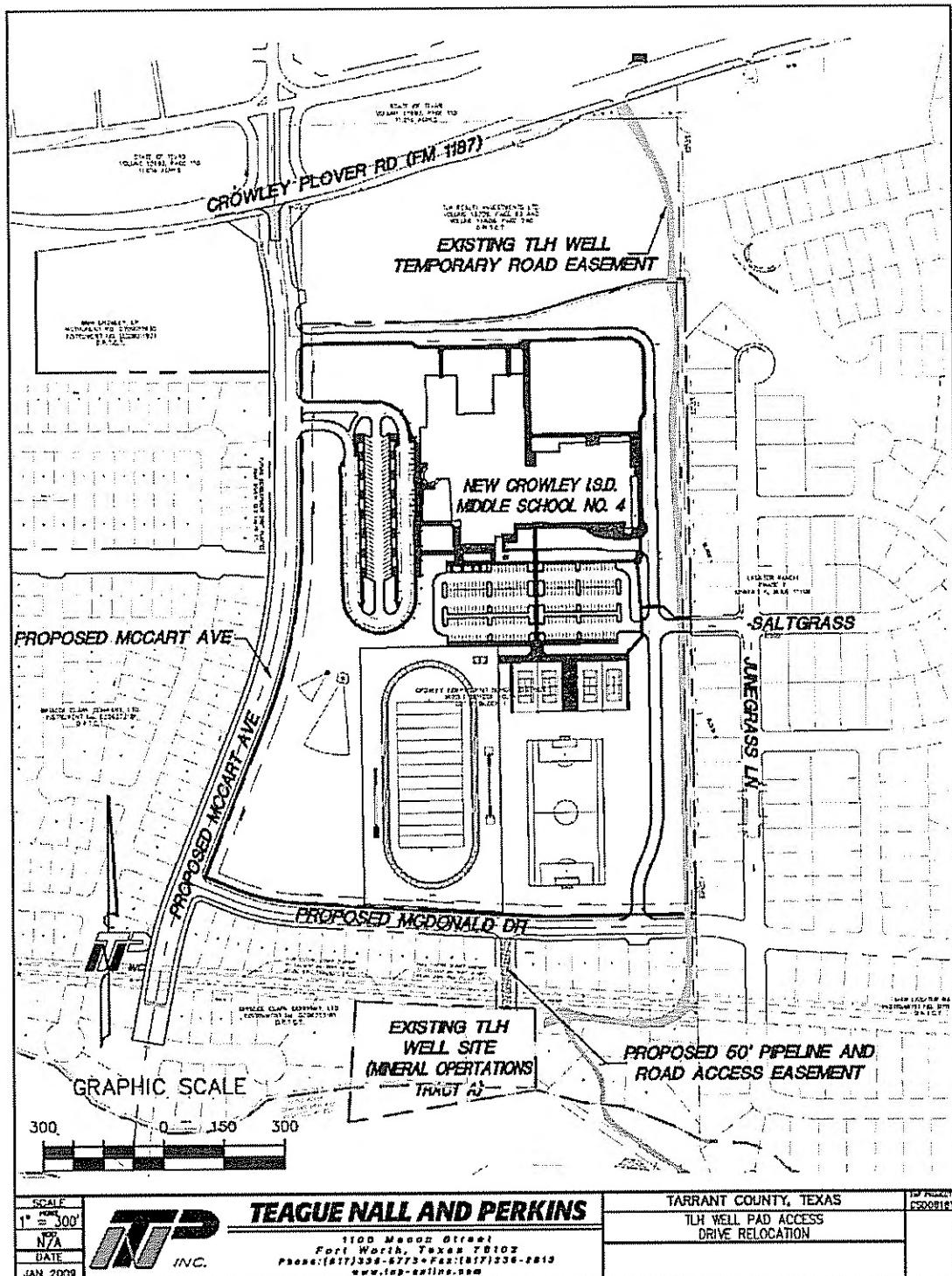
STATE OF TEXAS
§
§
§
COUNTY OF Dallas



This instrument was acknowledged before me on the 17th day of April, 2009,
by Chris Daniel, Executive Vice President of American Bank of Texas.

Erika Flores
Notary Public, State of Texas
Printed Name: Erika Flores
Commission Expires: 10-11-12

EXHIBIT B





30' Pipeline Easement

**BRISCO CLARK COMPANY, LTD.
J. ARMENDARIS SURVEY
ABSTRACT NO. 1767
TARRANT COUNTY, TEXAS**

BEING all that certain Thirty foot (30.0') Permanent Easement situated in the J. Armendaris Survey Survey, Abstract No. 1767, Tarrant County, Texas, and being a part of a certain tract of land described by deed to Brisco Clark Company, LTD., as recorded in Instrument No. D206273181 of the Deed Records of Tarrant County, Texas, and being more particularly described as follows;

COMMENCING at a 1/2" iron rod found for reference at the southeast corner of a tract of land described in a deed to Crowley I.S.D., as recorded in Instrument No. D208334532, Deed Records, Tarrant County, Texas;

THENCE South 89 degrees 20 minutes 28 seconds West, along the south line of said Crowley I.S.D. tract, for a distance of 373.82 feet, to a 1/2" iron rod found for corner;

THENCE North 86 degrees 24 minutes 21 seconds West, continuing along the said south line, a distance of 86.82 feet, to the POINT OF BEGINNING;

THENCE South 00 degrees 32 minutes 42 seconds East, a distance of 206.80 feet, to a point for corner in the North line of a tract of land described in a deed to TLH Realty Investments LTD., as recorded in Volume 15608, Page 240, Deed Records, Tarrant County, Texas;

THENCE North 86 degrees 18 minutes 44 seconds West, along the said north line of said TLH Realty Investments, LTD. tract, a distance of 30.08 feet, to a point for corner;

THENCE North 00 degrees 32 minutes 42 seconds West, a distance of 206.75 feet, to a point for corner in the south line of the above mentioned Crowley tract;

THENCE South 86 degrees 24 minutes 21 seconds East, along the said south line of the Crowley tract, a distance of 30.08 feet, to the POINT OF BEGINNING, and containing 6,203 square feet or 0.142 acres of land.

A Survey Plat representing a graphic image of this description styled as Brisco Clark Company, Ltd. Tract, Page No. 2 of 6, accompanies this document. The Basis of Bearing is Texas State Plane Coordinate System, NAD 83, North Central Zone. This description and the accompanying Survey Plat were prepared from record data furnished by the client and was done without the benefit of a Title Report. Surveyor has made no investigation or search for easements or other matters of record that a Title Report would disclose and this survey does not represent a warranty of title or a guarantee of ownership.

I, James P. Keene, do hereby state that the above and foregoing description was prepared from a survey made on the ground, under my direction and supervision during the month of May 2008.

James P. Keene
Registered Professional Land Surveyor
State of Texas No. 5100
February 26, 2009
Revised: April 8, 2009
TX-TARR-GRBL-007.04-REV4
Job No. 08-01190
Page 1 of 7



Mailing: P.O. Box 468
Physical: 202 Lee Street, Tarrant, Texas 75160 _ tel 972-563-7711 _ fax 972-563-7713 _ kfincher@landforesight.com



30' CHESAPEAKE LEASE ROAD ACCESS EASEMENT

**BRISCO CLARK COMPANY, LTD.
J. ARMENDARIS SURVEY
ABSTRACT NO. 1767
TARRANT COUNTY, TEXAS**

BEING all that certain Thirty foot (30.0') Chesapeake Lease Road Access Easement situated in the J. Armendaris Survey, Abstract No. 1767, Tarrant County, Texas, and being a part of a certain tract of land described by deed to Brisco Clark Company, LTD., as recorded in Instrument No. D206273181 of the Deed Records of Tarrant County, Texas, and being more particularly described as follows;

COMMENCING at a 1/2" iron rod found for reference at the southeast corner of a tract of land described in a deed to Crowley I.S.D., as recorded in Instrument No. D208334532, Deed Records, Tarrant County, Texas;

THENCE South 89 degrees 20 minutes 28 seconds West, along the south line of said Crowley I.S.D. tract, for a distance of 373.82 feet, to a 1/2" iron rod found for corner;

THENCE North 86 degrees 24 minutes 21 seconds West, continuing along the said south line, a distance of 66.76 feet, to the POINT OF BEGINNING;

THENCE South 00 degrees 32 minutes 42 seconds East, a distance of 206.83 feet, to a point for corner in the North line of a tract of land described in a deed to TLH Realty Investments LTD., as recorded in Volume 15608, Page 240, Deed Records, Tarrant County, Texas;

THENCE North 86 degrees 18 minutes 44 seconds West, along the said north line of said TLH Realty Investments, LTD. tract, a distance of 30.08 feet, to a point for corner;

THENCE North 00 degrees 32 minutes 42 seconds West, a distance of 206.78 feet, to a point for corner in the south line of the above mentioned Crowley tract;

THENCE South 86 degrees 24 minutes 21 seconds East, along the said south line of the Crowley tract, a distance of 30.08 feet, to the POINT OF BEGINNING, and containing 6,204 square feet or 0.142 acres of land.

A Survey Plat representing a graphic image of this description styled as Brisco Clark Company, Ltd. Tract, Page No. 3 of 7, accompanies this document. The Basis of Bearing is Texas State Plane Coordinate System, NAD 83, North Central Zone. This description and the accompanying Survey Plat were prepared from record data furnished by the client and was done without the benefit of a Title Report. Surveyor has made no investigation or search for easements or other matters of record that a Title Report would disclose and this survey does not represent a warranty of title or a guarantee of ownership.

I, James P. Keene, do hereby state that the above and foregoing description was prepared from a survey made on the ground, under my direction and supervision during the month of May 2008.

James P. Keene
Registered Professional Land Surveyor
State of Texas No. 5100
February 26, 2009
Revised: April 8, 2009
TX-TARR-GRBL-007.04-REV4
Job No. 08-01190
Page 2 of 7



Mailing: P.O. Box 468
Physical: 202 Lee Street, Terrell, Texas 75160 - tel 972-563-7711 - fax 972-563-7713 - kfincher@landforesight.com

EXHIBIT C

